

UNITED STATES DISTRICT COURT  
DISTRICT OF NEVADA

TERENCE DICKINSON, an  
individual,

Plaintiff,

v.

OCWEN LOAN SERVICING, LLC, a  
foreign limited liability company;  
HSBC BANK USA NA; DELTA  
FUNDING CORPORATION, foreign  
corporation; FIDELITY MORTGAGE  
OF NY, a trade name; and QUALITY  
LOAN SERVICE CORPORATION, a  
foreign corporation,

Defendants.

CASE NO.: 2:08-CV-00023 RCJ GWF

HON. ROBERT C. JONES

**ORDER DENYING  
PLAINTIFF'S MOTION FOR  
DISTRICT JUDGE TO  
RECONSIDER ORDER RE  
CLERK'S JUDGMENT AND  
MOTION FOR OFFER OF  
PROOFS**

1 Plaintiff's [57] Motion for District Judge to Reconsider Order re [56] Clerk's Judgment,  
2 and [58] Motion for Offer of Proofs, was heard on October 20, 2010 at approximately 9:00 a.m.  
3 in Department 7D of the above-entitled Court. Jeffrey S. Allison, of Houser & Allison, APC,  
4 appeared on behalf of Defendants named as OCWEN LOAN SERVICING, LLC, and HSBC  
5 BANK USA, N.A. Plaintiff, TERRENCE DICKINSON appeared in pro se.  
6

7 The Court having considered the moving and opposing papers, oral  
8 argument, matters or record and its own files, and good cause appearing, denies  
9 Plaintiff's Motions on grounds set forth in the record including the following:  
10

11 In the Court's view, Plaintiff's instant and second Motion to Reconsider  
12 [57] presents nothing new by way of material admissible evidence to warrant  
13 further reconsideration. As alleged and established on the record, Plaintiff's  
14 Complaint is based on the subject refinance loan and foreclosure thereof.  
15

16 On the date of the hearing of Plaintiff's prior motion to reconsider the  
17 Court's Order granting Defendants' motion to dismiss and judgment, Plaintiff  
18 represented to the Court words to the effect that there was no loan, and therefore  
19 no debt on which to foreclose. However, the record reflects and the Court is of  
20 the belief that Plaintiff knew there was a debt on the refinance loan that closed  
21 and paid off old loans. To the extent of the issue of Plaintiff's alleged notice of  
22 rescission of the loan under the Federal Truth-in-Lending Act, Plaintiff must offer  
23 or tender back the net loan funds received and have an ability to do so if it were  
24  
25  
26  
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28

1 alleged or established that a timely rescission of the loan was properly made to  
2 the appropriate parties. Plaintiff did not do so.

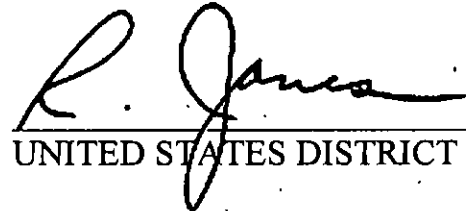
3  
4 At the hearing, again Plaintiff made a bald misrepresentation to the Court  
5 with words to the effect that the loan never closed. The Court indicated that it did  
6 not believe the Plaintiff and that it granted Defendants' motion to dismiss.  
7 Plaintiff's motion to reconsider was initially denied. However, the Court gave  
8 Plaintiff the option to bring a subsequent motion for reconsideration and/or  
9 submit proof that the loan had not closed. Plaintiff did not do so. Apparently,  
10 Plaintiff misrepresented the matter to the Ninth Circuit Court of Appeals  
11 indicating that it was Defendant's burden to bring such a motion or submit further  
12 proof.  
13

14  
15 This is simply not true. The Court tried to prevent what in its opinion was  
16 a fraud being perpetrated by Plaintiff. As ultimately determined, it was Plaintiff's  
17 burden to submit any such motion or proof that the loan did not close and/or  
18 concerning his alleged rescission. Again, Plaintiff did not do so. By subsequent  
19 Order as directed by the Ninth Circuit Court of Appeals, the Court clarified its  
20 ruling and confirmed entry of Judgment with prejudice in favor of Defendants.  
21

22  
23 For these reasons and those set forth in the record, including that with his  
24 instant Motion to Reconsider Plaintiff has not presented new admissible evidence  
25 material to warrant further reconsideration of the Court's rulings, Order, or  
26 Judgment;  
27  
28

1 IT IS THEREFORE ORDERED that Plaintiff's instant Motion to  
2 Reconsider [57] is DENIED. Plaintiff's Motion for Offer of Proofs [58] is  
3 DENIED as moot.  
4

5  
6 DATED: December 27, 2010

  
UNITED STATES DISTRICT JUDGE